

International Units of vitamin D, which is double the minimum daily requirement for vitamin D for persons regardless of age, whereas it contained not more than 400 U. S. P. units of vitamin D per 3 wafers. (By definition, 1 International Unit of vitamin D is equivalent to 1 U. S. P. unit of vitamin D.) The labeling was further objectionable because of false and misleading claims regarding the availability of calcium in the ordinary diet, and because of failure to bear the information regarding the mineral properties of the article required by regulations prescribing the labeling of dietary foods.

On July 9, 1943, the United States attorney for the Northern District of Illinois filed a libel against 108 packages of "Bragg Mira-Cal" at Chicago, Ill., alleging that the article had been shipped in interstate commerce on or about May 5 and 13, 1943, by the Live Food Products Co. from Burbank, Calif.; and charging that it was adulterated and misbranded.

The article was alleged to be adulterated in that a valuable constituent, vitamin D, had been in whole or in part omitted or abstracted therefrom.

The article was alleged to be misbranded in that the statements appearing on its label, "Three wafers daily provide the following proportion of the minimum daily adult and children's requirements for * * * Vitamin D 200% Three wafers provide * * * 800 Inter. Units Vitamin D," were false since they were incorrect. The article was alleged to be misbranded further in that the statements appearing in the circular entitled "Facts about Calcium Deficiency," enclosed in the retail carton with the article, "Now—Because of rationing—You must provide the body with extra calcium. * * * The restrictions now placed on these products for civilian consumption make it necessary to provide this vitamin mineral in additional quantities from other sources. * * * Yet calcium is the most difficult mineral for the body to absorb and retain," were false and misleading since the statements represented and suggested that under the present circumstances it was extremely difficult for the ordinary individual to obtain an adequate intake of calcium without resorting to supplemental diet, and that calcium was the most difficult mineral for the body to absorb and retain, whereas it is not difficult to obtain adequate intake of calcium through the consumption of foods readily available, and calcium is not difficult for the body to absorb and retain. The article was alleged to be misbranded further in that it purported to be and was represented as a food for special dietary uses for pregnant or lactating women by reason of its calcium content, and its label failed to bear such information concerning its mineral properties as had been determined to be, and by regulations prescribed as, necessary in order fully to inform purchasers as to its value for such uses, since its label failed to bear a statement of the proportion of the minimum daily requirement of calcium for pregnant and lactating women furnished by a specified quantity of the product when consumed as directed during a period of 1 day.

On September 17, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.

5594. Adulteration and misbranding of Ray-D, Tri-Nutron, and Nion B Complex Tablets. U. S. v. 143 Dozen and 14 Dozen Packages of Ray-D Tablets, 150 Dozen and 24 Dozen Bottles of Tri-Nutron Tablets, and 19 Dozen, 51 Dozen, and 8 Dozen Bottles of Nion B Complex Tablets. Default decrees of condemnation and destruction. (F. D. C. Nos. 7901, 7905, 7906. Sample Nos. 64965-E to 64967-E, incl.)

Biological examination showed that the Ray-D Tablets contained not more than 250 U. S. P. units of vitamin D per tablet, and that the Tri-Nutron Tablets contained not more than 125 U. S. P. units of vitamin D per tablet. Microbiological examination of the Nion B Complex Tablets indicated that each tablet contained not more than 440 micrograms of riboflavin.

On or about July 15 and 20, 1942, the United States attorney for the Western District of New York filed libels against 143 dozen 200-tablet and 14 dozen 1,000-tablet packages of Ray-D Tablets, 150 dozen 100-tablet and 24 dozen 500-tablet bottles of Tri-Nutron Tablets, and 19 dozen 40-tablet, 51 dozen 100-tablet bottles, and 8 dozen 250-tablet bottles of Nion B Complex Tablets at Buffalo, N. Y., alleging that the articles had been shipped on or about February 11 and 19, 1942, from Los Angeles, Calif., by the Nion Corporation; and charging that they were adulterated and misbranded.

The Ray-D and Tri-Nutron Tablets were alleged to be adulterated in that a valuable constituent, vitamin D, had been in whole or in part omitted therefrom.

The Ray-D Tablets were alleged to be misbranded (1) in that the statement "Each tablet contains Vitamin D, 500 U. S. P. XI Units," appearing in their labeling, was false and misleading as applied to articles containing not more than 250 U. S. P. units of vitamin D per tablet; and (2) in that the statements

appearing in the circular entitled "Vitamins and Your Health," inserted in each package, which represented and suggested that the tablets contained a special strain of yeast of high vitamin content, that they were an effective treatment for deficiency diseases, and that vitamin D and the vitamin B complex were needed as supplements to all diets were false and misleading since the tablets did not contain a special strain of yeast of high vitamin content, were not an effective treatment for deficiency diseases, and vitamin D and the vitamin B complex were not usually needed as such supplements.

The Tri-Nutron Tablets were alleged to be misbranded in that the statement in their labeling, "Each Tablet Contains Vitamin D . . . 250 U. S. P. XI units," was false and misleading as applied to articles that contained not more than 125 U. S. P. units of vitamin D per tablet.

The Nion B Complex Tablets were alleged to be adulterated in that a valuable constituent, riboflavin, had been in whole or in part omitted therefrom.

They were alleged to be misbranded in that the statement appearing in their labeling, "Each tablet contains * * * Riboflavin (B₂) 666 micrograms," was false and misleading as applied to an article that contained not more than 440 micrograms of riboflavin per tablet; and in that the statement "Three tablets daily furnish * * * the minimum adult daily requirements of riboflavin (G: B₂)," was false and misleading since three tablets would furnish less than 2.0 milligrams, the minimum daily adult requirements.

On November 9, 1942, no claimant having appeared, judgments of condemnation were entered and the product was ordered destroyed.

5595. Adulteration and misbranding of wheat germ. U. S. v. 50 Cases of Wheat Germ. Decree of condemnation and destruction. (F. D. C. No. 10364. Sample No. 37693-F.)

This product consisted of about 64 percent of wheat germ together with flour and bran. It yielded 2,550 International Units of vitamin B₁ and 2.75 milligrams of vitamin B₂ (G) per pound.

On August 6, 1943, the United States attorney for the Eastern District of Michigan filed a libel against 50 cases, each containing 12 1-pound packages, of wheat germ at Detroit, Mich., alleging that the article had been shipped in interstate commerce by Elam Mills, Inc., from Chicago, Ill., on or about April 16, 1943; and charging that it was adulterated and misbranded. The article was labeled in part: (Packages) "Elam's Old Fashioned Natural Wheat Germ."

The article was alleged to be adulterated (1) in that a valuable constituent, wheat germ, had been in part omitted therefrom; (2) in that a mixture of wheat germ, flour, and bran had been substituted in whole or in part for wheat germ; and (3) in that flour and bran had been added thereto or mixed or packed therewith so as to reduce its quality or strength.

The article was alleged to be misbranded in that certain statements in the labeling which represented and suggested that it was rich in vitamin G, contained 3,000 International Units of vitamin B₁ per pound, and, when taken regularly, would assure vitamin intake, give a higher vitamin potency to ordinary flour, and correct vitamin deficiencies with or without the supervision of a physician; that it was a corrective for various ailments and could be used as a corrective protective food; and that it consisted of wheat germ, were false and misleading since it was not rich in vitamin G, did not contain 3,000 International Units of vitamin B₁ per pound, and, when taken regularly, would not assure adequate vitamin intake, give higher vitamin potency to ordinary flour or correct vitamin deficiencies with or without the supervision of a physician, was not a corrective for various ailments and could not be used as a corrective, protective food and did not consist of wheat germ.

The article was alleged to be misbranded further in that it purported to be and was represented as a food for special dietary uses by reason of its vitamins B₁, E, and G (B₂), and iron content, and its label failed to bear such information concerning its vitamin, mineral, and other properties as had been determined to be and by regulations prescribed as necessary fully to inform purchasers as to its value for such uses, since its label did not bear a statement of the proportion of the minimum daily requirements for vitamin B₁, vitamin G (B₂), and iron supplied by the food when consumed in a specific quantity during a period of 1 day; nor did the label bear a statement of the quantity of vitamin E in a quantity of the food customarily consumed during a period of 1 day or a quantity reasonably suitable for consumption within such period, and a statement that the need for vitamin E in human nutrition has not been established.

On October 18, 1943, no claimant having appeared, judgment of condemnation was entered and the product was ordered destroyed.